

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF NEW YORK

JUN 28 2012

KELLY BENNETT,

LAWRENCE K. BAERMAN, CLERK
ALBANY

Plaintiff,

v.

GENERAL VERDICT
QUESTIONNAIRE

STERLING PLANET, INC.,

No. 1:09-cv-1176 (ATB)

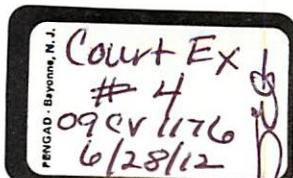
Defendant.

Please indicate your unanimous responses to the following questions by placing an "X" or other relevant answer on the appropriate blank lines. When the verdict form is completed pursuant to the instructions below, the Foreperson should sign the form and return it to the Courtroom.

1. Did the plaintiff prove, by a preponderance of the evidence, that Plaintiff's Exhibit No. 1--defendant's employment offer letter, dated December 30, 2005 and signed by plaintiff on January 2, 2006--created a binding and enforceable employment contract setting forth the terms of Ms. Bennett's employment with Sterling Planet, Inc.?

Yes ✓ No _____

If your answer is "Yes," proceed to Questions 2a. If your answer is "No," stop and report to the Court.



2a. Did the plaintiff prove, by a preponderance of the evidence, that the defendant breached the terms of the employment contract relating to Ms. Bennett's compensation with Sterling Planet stock?

Yes No

If your answer is "Yes," proceed to Questions 2b and 2c. If your answer is "No," skip Questions 2b and 2c and proceed to Question 3a.

2b. How many shares, if any, of Sterling Planet stock did the plaintiff prove, by a preponderance of the evidence, that she is entitled to as a result of defendant's breach of the terms of the employment contract relating to Ms. Bennett's compensation with company stock?

25,000 shares

2c. Based on a preponderance of the evidence, an award to plaintiff of stock in which of the related Sterling Planet entities would be consistent with the mutual intentions and reasonable expectations of the parties, and appropriate to restore plaintiff to the same economic position she would have enjoyed if the defendant had not breached its contract with her regarding the issuance of company stock? [Choose one.]

 Sterling Planet, Inc. Sterling Planet Holdings, Inc.

Proceed to Question 3a.

3a. Did the plaintiff prove, by a preponderance of the evidence, that the defendant breached the terms of the employment contract relating to Ms. Bennett's compensation with sales commissions?

Yes _____ No ✓

If your answer is "Yes," proceed to Question 3b. If your answer is "No," stop and report to the Court.

3b. What sum of money, if any, do you find plaintiff has proven, by a preponderance of the evidence, that she is entitled to as damages as a result of defendant's breach of the terms of the employment contract relating to Ms. Bennett's compensation with sales commissions?

\$ _____

Proceed to Question 4.

4. What is the date, proven by plaintiff by a preponderance of the evidence, that Sterling Planet, Inc. breached the terms of the employment contract relating to Ms. Bennett's compensation with sales commissions?

Court.

Date: 4/28/2012

/ \ Foreperson